

**REMINDER**

**WORK**

**SESSION**

**6:00 p.m.**



**City of Radford Council Agenda**  
**Meeting Number 6 of F.Y. 2016-2017**

**October 24, 2016 at 7:00 p.m.**  
**10 Robertson St., Radford, VA**

**6:00 p.m. Work Session-Economic Development**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**INVOCATION**

**MINUTES APPROVAL:** September 26, 2016 – regular meeting

**INTRODUCTION:** K-9 Jekyll

**REPORT:** Delegate Joseph Yost-General Assembly Report

**PRESENTATION:** Radford High School Arts Department

**PROCLAMATION:** Veteran's Day

**RESOLUTION:** Robert Allen Hall Service Above Self Citizenship Award  
Retirement K-9 Ruckus

**PUBLIC HEARING:** Vacation of Right-of-Way-Scott Street

**OLD BUSINESS:**

1. Amend Zoning Ordinance 1686 – Craft Beverage Manufacturing
2. Ordinance 1687 – Henry Street Vacation of Right-Of-Way
  - a. Receive the Report from the Board of Viewers
  - b. Authorize Appraisal for Valuation and Location of Permanent Easement

**CITIZEN COMMENTS ON PUBLIC MATTERS:**

(Please state your name for the record – Please limit comments to 3 minutes or less)

**NEW BUSINESS:**

1. New River Valley Regional Detention Agreement/Resolution
2. Appropriation Ordinance 1682.15 \$83,405 Street Maintenance Fund
3. Appropriation Ordinance 1682.16 \$20,000 Shelter Improvements Riverview Park
4. Appropriation Ordinance 1682.17 \$5,217 Litter Grant
5. Appropriation Ordinance 1682.18 \$462,275 School Board Budget Amendment
6. Surplus Property

**COUNCIL MEMBER COMMENTS**

**Adjourn**

***Future Meetings:***  
***November 14, 2016 Regular Meeting, 7:00 pm***

10 Robertson St

The New River City

September 26, 2016

Radford, Virginia

Regular Meeting Number 5 of Radford City Council, F.Y. 2016-2017

The regular meeting of the Radford City Council was convened at 7:00p.m. in Council Chambers, 10 Robertson Street, Radford, VA. The Mayor of the City, Dr. Bruce Brown, was present and presiding. Other members of City Council present were Mr. Robert Gropman, Dr. Richard Harshberger, Mr. Daniel Keith Marshall and Mr. David Michael Turk.

Others present were as follows:

Mr. David Ridpath, City Manager

Ms. Jenni Wilder, City Clerk

Mrs. Gail Cook DeVilbiss, City Attorney

Mr. Basil Edwards, Economic Developer

Mr. Donald Goodman, Chief of Police

Ms. Melissa Skelton, Community Developer

Following the Pledge of Allegiance, led by Mayor Brown, and the invocation was led by Rev. John McCandlish.

**MINUTES APPROVALS:** On a motion by Dr. Harshberger and seconded by Mr. Turk that the minutes for September 12, 2016 are approved as presented.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**PROCLAMATIONS:**

**SUBJECT: Arts & Humanities Month**

**SUMMARY:** The month of October is nationally recognized as "Arts and Humanities Month". The Proclamation locally recognizes the significant contributions of art, music, stage and dance to our community, its citizens and our youth.

**PROCLAMATION**

**October 2016**

**National Arts and Humanities Month**

**WHEREAS**, the arts and humanities are the embodiment of all things beautiful and entertaining in the world, the enduring record of human achievement; and

**WHEREAS**, the arts and humanities enhance every aspect of life in the City of Radford improving our economy, enriching our civic life, driving tourism, and exerting a profound positive influence on the education of our children; and

**WHEREAS**, arts education research shows that the arts help to foster discipline, creativity, imagination, self-expression, and problem solving skills while also helping to develop a heightened appreciation of beauty and cross-cultural understanding; and

**WHEREAS**, we use the humanities: history, literature, and philosophy, to explore what it means to be human; and

**WHEREAS**, the arts and humanities play a unique and intrinsically valuable role in the lives of our families, our communities, and our state; and

**WHEREAS**, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for more than two decades:

**NOW, THEREFORE, BE IT PROCLAIMED** that the Council of the City of Radford, Virginia does hereby proclaim the month of October 2016 as National Arts and Humanities Month, and does call upon the citizens of Radford to celebrate, explore, and participate in the arts and culture of the City of Radford.

CITY OF RADFORD, VIRGINIA

Bruce Brown, Mayor

Adopted: September 26, 2016

**ACTION:** Mr. Gropman made a motion to approve the proclamation, as presented, Mr. Turk seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

Mrs. Findley, Mrs. Saunders and Ms. Mayer were present on behalf of Radford City Schools to accept the proclamation and speak about arts events which will be held in Radford throughout the school year.

**SUBJECT: Fire Prevention Month**

**SUMMARY:** The month of October is nationally recognized as "Fire Prevention Month" and the week of October 9 through October 15, 2016 is "Fire Prevention Week". The Proclamation encourages recognition of this important month and week by promoting fire safety at home, at work, in our schools and in our forests.

**CITY OF RADFORD  
PROCLAMATION**

**WHEREAS,** the City of Radford, VA is committed to ensuring the safety and security of all those living in and visiting Radford; and

**WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS,** home fires killed 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

**WHEREAS,** working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS,** three out of five home fire deaths result from fires in properties without working smoke alarms, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

**WHEREAS,** half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and

**WHEREAS,** Radford's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home and should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

**WHEREAS,** Radford's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS,** Radford's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS,** Radford's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS**, the 2016 Fire Prevention Week theme, "Don't Wait-Check the Date! Replace Smoke Alarms Every 10 Years." Educates the public about basic but essential elements of smoke alarm safety.

**NOW THEREFORE**, the City Council of the City of Radford does hereby proclaim October 9-15, 2016, as Fire Prevention Week throughout this city, and urges all the people of Radford to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement and to support the many public safety activities and efforts of Radford fire and emergency services during Fire Prevention Week 2016.

\_\_\_\_\_  
Dr. Bruce E. Brown, Mayor

Adopted: September 26, 2016

**ACTION:** Mr. Marshall made a motion to approve the proclamation, as presented, Mr. Turk seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
**NAYES:** None-0

**SUBJECT: Mary Draper Ingles Weekend**

**SUMMARY:** The bronze statue to commemorate the life and historic significance of Mary Draper Ingles to Radford and our area will be dedicated on October 21, 2016. The Committee working on the five year project and the cultural heritage development, as well as the Radford Tourism Commission requested that City Council proclaim the weekend of October 21 through October 23, 2016 as "Mary Draper Ingles weekend". Over 500 guests, contributors and decedents of Mary Draper Ingles have been invited to attend the dedication, author event, Glencoe Exhibition, Ingles Farm and Ingles Ferry Tavern over the dedication weekend, supporting local tourism, restaurants and hotels.

**Mary Draper Ingles Weekend Proclamation  
October 21 through October 23, 2016**

**WHEREAS**, the families of Mary Draper and William Ingles made their way down the Great Wagon Road from Philadelphia through the valleys of Virginia and eventually helped establish a settlement in the New River Valley; and

**WHEREAS**, it was there at Drapers Meadows in present-day Blacksburg that the young couple married and began a life on the western frontier; and

**WHEREAS**, the settlers faced daily hardships made even more difficult as the French and British vied for control in the New World with the French encouraging attacks on British settlements by Native American Indians, and

**WHEREAS**, a party of Shawnees attacked the settlement in 1755 and captured Mary and other members of her family, taking them on a march through hundreds of miles of wilderness to the capital of the Shawnee nation near what is now Cincinnati, Ohio; and

**WHEREAS**, Mary Draper Ingles demonstrated tremendous courage and great physicality in her daring escape and trek home, relying on her memory of the territorial terrain and showing great resourcefulness as she lived off the land; and

**WHEREAS**, she and her husband William came to establish a homestead and ferry along the banks of the New River in what is present-day Radford—an operation that was eventually expanded by the family to include a tavern on the west side of the river in Pulaski County; and

**WHEREAS**, the Mary Draper Ingles odyssey has been the subject of numerous articles and books, including a "New York Times" bestseller; several movies and documentaries, and "The Long Way Home," an outdoor drama produced right here in our city for almost 30 years; and

**WHEREAS**, the interest in Mary's story continues to this day as demonstrated by her selection as one of the women to be honored in a monument on Richmond's Capitol Square and most recently by a visit from a British Broadcasting Corporation (BBC) production crew, who

filmed Ingles Farm and interviewed Col. Lewis "Bud" Jeffries, a descendant who still runs the historic homestead where Mary lived out her life; and

**WHEREAS**, the story of Mary Draper Ingles and the local sites depicting her life on Virginia's frontier are not only important to our heritage but also represent major assets in the City's Tourism Strategic Plan as we continue to build our Tourism Economy;

**NOW, THEREFORE, BE IT PROCLAIMED** that October 21 through October 23, 2016, be Mary Draper Ingles Weekend and that we encourage our citizens to join in this celebration by attending the many events planned for that time period, including the Unveiling of a Statue in Mary's honor on the grounds of Glencoe Museum & Gallery as well as exhibits, presentations by authors inspired by her story, and open houses at the Ingles Farm and Ingles Ferry Tavern.

CITY OF RADFORD, VIRGINIA

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Bruce Brown, Mayor

Adopted: September 26, 2016

**ACTION:** Dr. Harshberger made a motion to approve the proclamation, as presented, Mr. Gropman seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

**OLD BUSINESS;**

**SUBJECT: Vacation of Right-Of-Way**

**SUMMARY:** Scott Hill requested the vacation of the unimproved section of Henry Street, adjacent to his property at 1312 Fourth Street. The area is approximately 60'X140'. The vacation was requested to increase the size of his lot for additional single family construction. A public hearing was held at the September 12, 2016 meeting, no comments were received. City Council is requested to appoint a three member Board of Viewers to inspect the right-of-way and report on any inconvenience that may result from discontinuing the public right-of-way.

**ACTION:** Mr. Marshall made a motion to appoint Doyle Barton, Bob Nicholson, Katie Craig, Bart Casselberry (alternate).to the Board of Viewers, with a twenty five dollar compensatory rate Dr. Harshberger seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

**SUBJECT: Amending Zoning Ordinance – Craft Beverage Manufacturing**

**SUMMARY:** The Code of Virginia permits localities to consider "Craft Beverages", manufacturing and distribution, with appropriate local ordinances. The Planning Commission has discussed including the provision in the B-1 (Business Neighborhood), B-2 (General Business) and B-3 (Central Business) Zones of the Radford City Code. A public hearing was held at the September 12, 2016 meeting. Several public comments were made in favor of amending the



ordinance. The Planning Commission met on September 19, 2016 and have recommended on a 6-1 vote to City Council to consider approval of the Ordinance 1686.

Mr. Gropman disclosed that before running for City Council he was at friendly gatherings where discussion of developing a brewery in Radford occurred; however, he was never involved in development of a brewery financially and that after discussion with the City Attorney he is still able to vote on this ordinance.

**ACTION:** Dr. Harshberger made a motion to accept recommendation of Planning Commission on Ordinance 1686-Craft Beverage Manufacturing, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

Dr. Harshberger made a motion to approve amending Zoning Ordinance 1686-Craft Beverage Manufacturing, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Turk, Mayor Brown

NAYES: Mr. Marshall

**CITIZEN COMMENTS**

Mr. Tracy Howard-General Registrar of Elections – Reminded everyone that September 27, 2016 is National Voter Registration Day and that October 17, 2016 is the last day to register to vote. Absentee voting began on Friday, September 23, 2016 and is ongoing now through Saturday November 5, 2016. Office will be open October 29 and November 5 from 8:30-5:00 for absentee voting on Saturdays. Mr. Howard encouraged RHS students to have a 100% voter registration for all seniors that are eligible to vote.

Mr. John McCandlish, asked Council to consider publicizing that signs are not permitted in the public right of way because of City Code.

**NEW BUSINESS**

**SUBJECT: NORWOOD SQUARE LOT CLOSURE**

**SUMMARY:** Oasis Church requested that the Norwood Square parking lot, located at the intersection of Virginia Street and East Main Street, be closed to accommodate a “carnival” associated with the annual “Trick or Treat Trail”, sponsored by the Radford Chamber of Commerce. The event will be held on Monday, October 31, 2016. The lot will be closed from 3:00 p.m. to 7:00 p.m. to accommodate children’s activities, including games, inflatables, music and face painting. Access to the businesses through the lot will not be impacted by the special event.

Ms. Kelly Jesse spoke on behalf of Oasis Church and thanked City Council for giving the church the opportunity for outreach to community.

**ACTION:** Mr. Marshall made a motion to approve the Norwood Square Lot closure, Mr. Gropman seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

**SUBJECT: ACCE Program Proposal**

**SUMMARY:** Access to Community College Education, ACCE, is a public/private partnership that makes college available, tuition free to high school graduates to participating New River Valley localities at New River Community College. The concept has been discussed by City Council, the School Board and the committee working on the poverty initiative.

The program requires the local commitments of the governing body and the school system. Every dollar the locality puts in the program is matched by grants, donation and sponsors. The overall goals of the program are to provide local students a chance to have a degree in higher education, prepare the students for the workforce or to go on to a four year institution, as well as train them in college success skills. Eligibility requirements address GPA, federal aid, college success preparation and community engagement. Radford's contribution to the program is estimated at \$25,000 for F.Y. 2018 for 20 to 30 students with a match from the Appalachian Regional Commission (ARC) that would be obtained by NRCC.

Ms. Angie Covey with New River Community College briefly described the program to City Council, discussing the successes of the program in Giles Co. Ms. Covey discussed that students must apply for federal financial aid, using those dollars first before using the program's dollars. Students must also complete community service within Radford, and pay for their own textbooks, so they are invested in the program. Students are treated as if the program is an employer paying tuition, they are held accountable to meet the program requirements. Ms. Covey also noted that Steve Harvey with Techlab, has already sent a check of 25,000 to support ACCE in RCPS.

**ACTION:** Mr. Marshall made a motion authorizing participating in the program and authorizing New River Community College to pursue the ARC grant to advance the program, Dr. Harshberger seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

**SUBJECT: Vacation of Right of Way-Scott Street**



**SUMMARY:** Mark Armentrout has requested the vacation of the unimproved section of Scott Street, adjacent to his property at 93 Ninth Street. The area is approximately 60'X326'. The vacation would improve the residential development potential of the adjacent vacant lot.

**ACTION:** Mr. Gropman made a motion to forward the vacation to the Planning Commission for review, Mr., Turk seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

**ACTION:** Mr. Gropman made a motion to schedule a Public Hearing for October 24, 2016, Mr. Turk seconded the motion.

**VOTE:**

**AYES:** Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

**NAYES:** None-0

**CONSENT AGENDA:**

**SUBJECT: Consider Appropriation Ordinance 1673.42: \$26,116 for Radford Transit**

**SUMMARY:** The City of Radford received a grant from the Virginia Department of Public Transportation for planning services. The amount of the grant was \$26,116 to have the KFH Group provide project development and technical assistance.

**SUBJECT: Consider Appropriation Ordinance 1682.13: \$4,000 VML Risk Management Grant**

**SUMMARY:** The City of Radford has received a grant award in the amount of \$4,000 from the Virginia Municipal League Insurance Program. The program distributes \$250,000 annually to members expanding their "risk management" programs. The grant will be used to purchase safety equipment for the Police Department, "Booking area", as well as twelve LED rails for weapons to improve night lightning.

**SUBJECT: Consider Appropriation Ordinance 1682.14: \$24,000 for DMV Grant**

**SUMMARY:** The Police Department has received a grant in the amount of \$15,550 from the Virginia Department of Motor Vehicles for enhanced alcohol enforcement. The grant will be used for overtime and the purchase of two in-car cameras associated with reducing alcohol violations. An \$8,450 match is required and can be accommodated in the Police Department budget.

**ACTION:** Dr. Harshberger made a motion to place the consent agenda 1673.42, 1682.13, and 1682.14 on its first reading, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**ACTION:** Dr. Harshberger made a motion to dispense with the second and final readings and approve Appropriations 1673.42, 1682.13, and 1682.14 on its first reading, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**SUBJECT:** Appoints to Board and Commissions-NRV Regional Jail Authority

**SUMMARY:** A vacancy exists on the New River Valley Regional Jail. Nikki Sydnor Cumberland requested to be appointed by City Council to the Board.

**ACTION:** Mr. Marshall made a motion to appoint Nikki Cumberland to the NRV Regional Jail Authority, Mr. Turk seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**SUBJECT:** Consider Disposition of October 10, 2016 Meeting

**SUMMARY:** The regularly scheduled meeting for October 10, 2016 is in conflict with the Virginia Municipal League Conference. Three Council members are attending the event and a quorum will not be in attendance.

**ACTION:** Dr. Harshberger made a motion to cancel the October 10, 2016 meeting, Mr. Gropman seconded the motion.

Mr. Marshall suggested possibly scheduling a work session or another meeting to give Council two meetings in October, Council agreed to discuss dates and pass those along to the Mayor.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**CITY MANAGERS COMMENTS:**

Mr. Ridpath introduced Chris Childress, Radford's new Code Enforcement Officer.

**CITY COUNCIL COMMENTS:**

Mr. Gropman states that he is on the Highlanders Festival Committee and this year's festival will be on October 8, in Bisset Park. Mr. Gropman also stated that he has started conversations with

Ms. Taylor at Radford University about a reach out campaign to businesses. Mr. Gropman has also discussed the crisis intervention center with Dean Hawkins at Radford University

Mayor Brown mentioned that there is a law enforcement conference coming up at Radford University, this is proof that RU and the City are moving in right direction towards bringing people into the community.

Mr. Marshall stated he attended the Regional Commission Meeting and they showed a video of Renew the New, which appeared to be an extremely successful cleanup event.

Mr. Marshall made a motion to adjourn the meeting at 8:13 p.m., the motion was seconded by Mr. Turk.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**ATTEST:** \_\_\_\_\_  
Jennifer G. Wilder, City Clerk of Council





**City of Radford  
PROCLAMATION  
Veterans Day, 2016**

**WHEREAS**, the citizens of the City of Radford and the United States of America live in freedom because of the contributions and personal sacrifices made by those who have served and by those now serving in the Armed Forces; and

**WHEREAS**, the words of the first Veterans Day Proclamation signed by President Eisenhower still ring true: "Let us solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on the foreign shores, to preserve our heritage of freedom, and let us reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain"; and

**WHEREAS**, our Nation has fought and continues to fight battles around the world for the ideals of liberty, freedom, and justice; and

**WHEREAS**, Virginia is blessed to be the home of more than 840,000 veterans and tens of thousands of military families and the City of Radford has veterans from every branch of Armed Services; and

**WHEREAS**, we remember with gratitude those men and women who have served in the military with distinction and valor as sailors, soldiers, airmen, and Marines; and

**WHEREAS**, as we reflect upon the enormous contributions made to our City, Commonwealth, and Country by the sons and daughters who served bravely to defend the principles on which our nation was founded, we also pay tribute to a new generation of Virginians who have chosen to serve in the United States Armed Forces and remain committed to sustaining the legacy of unyielding patriotism; and

**WHEREAS**, the City of Radford is incredibly proud and humbled to be the hometown of so many American heroes, who serve as shining examples of honor, bravery and service to our country; and

**WHEREAS**, we will endeavor to always honor the contributions and sacrifices of the millions who have, over centuries, served in the military as well as those presently serving, both home and abroad; and

**WHEREAS**, we are proud to recognize our Country's and community's veterans and extend the appreciation to those who wear the uniforms of the United States Armed Forces and serve on the front lines, preserving freedom and liberty.

**NOW THEREFORE BE IT PROCLAIMED**, by the Mayor and Radford City Council that all citizens observe November 11, 2016 as Veterans Day and appreciate the sacrifices and contributions of our veterans who fought for peace and defend democracy abroad.

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Bruce E. Brown, Mayor

Adopted: October 24, 2016



**City of Radford**

**Resolution Honoring Darrell and Michelle Mullins**

**Recipient of the "Robert Allen Hall Humanitarian Service Above Self Citizenship Award"**

**WHEREAS**, the City of Radford wished to honor Robert Allen "Big Al" Hall by establishing a Humanitarian Service- Above-Self Citizenship Award in 2011, and

**WHEREAS**, the establishment of this award recognizes unsung heroes that contribute to making the City of Radford a better place, and

**WHEREAS**, a humanitarian is recognized as one who extends benevolence and kindness, by putting others before one's self, and

**WHEREAS**, Darrell and Michelle Mullins have been operating in Radford since 1983, when they purchased Seaver-Sanders Funeral Home, from Mr. Sanders; and

**WHEREAS**, Mullins Funeral Home and Crematory, Inc. added a crematory on the premises in 1995, which gave them the name they have today; and

**WHEREAS**, in 2010 Mullins continued to grow their business by building a new large chapel and visitation area, which helps families visit with loved ones during their time of need; and

**WHEREAS**, Mullins Funeral Home and Crematory takes pride in being a family owned and operated funeral home, offering a welcome atmosphere to help relax families through this trying time; and

**WHEREAS**, Darrell and Michelle Mullins are always willing to give back to the Radford community by donating to causes such as the Braveheart 5K, Run with the Law, and RCPD K9 unit, Memorial Day Plaques, as well as many others; and

**WHEREAS**, Darrell and Michelle Mullins are full of Bobcat Pride and can often be found at Bobcat sporting events, or supporting the Bobcat Booster Club; and

**WHEREAS**, Mullins Funeral Home and Crematory, Inc. is a perfect example of a local business that is invested in the community it serves, by donating of time and funds back into Radford without hesitation.

**NOW THEREFORE BE IT RESOLVED**, that the Radford City Council does hereby honor Darrell and Michelle Mullins for their dedication and service to the City of Radford, by presenting them with the Robert Allen "Big Al" Hall Humanitarian Service-Above-Self Citizenship Award.

\_\_\_\_\_  
Bruce E. Brown, Mayor

ATTEST: \_\_\_\_\_  
Jennifer G. Wilder, City Clerk

Adopted: October 24, 2016





**A RESOLUTION DECLARING K9 OFFICER RUCKUS RETIRED FROM SERVICE FROM THE RADFORD CITY POLICE DEPARTMENT AND DONATING HIM TO HIS PARTNER AND HANDLER, POLICE OFFICER ROBBIE STULTZ OF THE RADFORD CITY POLICE DEPARTMENT**

**WHEREAS**, K9 Officer Ruckus is a 10-year-old Belgian Malinois and German Shepherd Mix, serving the Radford City Police Department since 2010; and

**WHEREAS**, Ruckus has helped the Radford Police Department rebuild its K9 program, with extensive training in criminal apprehension and has also been used as a detector dog for illegal narcotics to include; heroin, cocaine, methamphetamine, and marijuana; and

**WHEREAS**, Ruckus' primary function with the Radford City Police Department has been that of a protection function for the officers; and

**WHEREAS**, Ruckus as has assisted with many warrant services in perimeter containment, as well as conducted building searches for breaking and entering suspects; and

**WHEREAS**, K9 Officer Stultz's states one of K9 Ruckus' biggest accomplishments occurred in the peaceful resolve of a protest on May 11, 2011; and

**WHEREAS**, K9 Ruckus and Officer Stultz have assisted partner law enforcement agencies to resolve situations associated with crowd control and public safety; and

**WHEREAS**, Ruckus has assisted with numerous apprehensions without a single bite and his mere presence has resolved incidents that could have escalated into greater uses of force; and

**WHEREAS**, K9 Ruckus will be retired from service to the Radford City Police Department and Officer Robbie Stultz will accept full responsibility for him.

**NOW, THEREFORE, BE IT RESOLVED** by the Radford City Council of Radford, Virginia, that K9 Officer Ruckus is hereby declared retired and same is authorized to be donated to Officer Robbie Stultz of the Radford City Police Department.

\_\_\_\_\_  
Dr. Bruce E. Brown, Mayor

ATTEST: \_\_\_\_\_  
Jennifer G. Wilder, City Clerk

Adopted: October 24, 2016

**NOTICE OF PUBLIC HEARING**

**CITY OF RADFORD**

Notice is hereby given, the Radford City Council will hold a public hearing at its meeting on Monday, October 24, 2016, at 7:00 p.m., in the City Council Chambers located at 10 Robertson Street, Radford, Virginia.

Pursuant to Code of Virginia, Title 15.2, Article 2, §15.2-2005 et seq., the purpose of the public hearing is to receive public comments regarding a request from Mark Reid Armentrout and Karen Bond Armentrout (the "Applicant") to vacate a portion of an unimproved public right of way area identified as Scott Street, in the West Ward of the City of Radford, Virginia. The unimproved portion of the public right of way area of Scott Street subject to this request contains a Total Area of approximately 10,918 square feet, consisting of Parcel "A" containing 6,426 square feet, and Parcel "B" containing 4,492 square feet, more or less, at the intersection of the improved public right of way areas of Ninth Street and Walker Drive, and the unimproved

**CITY OF RADFORD**

portion of Scott Street. The Applicant is the owner of land located at 93 Ninth Street, Radford, Virginia, Tax Map Number 10-14-SEC 15-7-8, Tax ID 0200002698, and the land located at 902 Park Road, Radford, VA 24141, Tax Map Number 10-14-SEC 2-7, Tax ID 0200001839, which lands abut the unimproved portion of the public right of way area of Scott Street proposed to be vacated.

Copies of the proposed application are available in the office of the City Manager, located at 10 Robertson Street, Radford, Virginia 24141, and on the City's website at [www.radfordva.gov](http://www.radfordva.gov).

Interested persons may appear at the aforementioned time and place to present their views and comments.

For individuals who may require special auxiliary aids or services, reasonable accommodations will be made available by the City of Radford upon request five business days before the public hearing. For disability accommodations or additional information, please contact the City Manager's office at (540) 731-3603 or (800) 828-1120 (TDD-Virginia Relay Center).

Authorized by Radford City Council.

**ABC NOTICE**

Krishna Retail, LLC, trading as R & R Market, 1811 Vadsworth St., Radford, VA 24141. The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) for a Beer & Wine Off Premises license to sell or manufacture alcoholic beverages. Manish Patel - President. NOTE: Objections to the issuance of this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objections should be registered at [www.abc.virginia.gov](http://www.abc.virginia.gov) or 800-652-3200.

ORDER OF PUBLICATION  
Commonwealth of Virginia,  
in re:

Devon Rayshad Holly,  
RCDSS

**CITY OF RADFORD**

**ROANOKE COUNTY**

**ORDER OF PUBLICATION**

Case No. CL15001035

COMMONWEALTH OF VIRGINIA VA. COD 1-211.1; 8.01-316, -317, 20-104

ROANOKE COUNTY CIRCUIT COURT, 305 E. MAIN ST., SALEM, VA 24163

MAKAELA JONES-TERRY

The object of this suit is to change Moka's name to Makaela Terry.

It is ordered that Bruce L. Jones, Jr. appear at the above-named court and protect further interests on or before 12-19-2016.

8/28/16 Jennifer Vest, Deputy Clerk

**CITY OF SALEM**

Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on October 24, 2016, at 7:30 p.m., in Council Chambers of the City Hall, 114 N. Broad Street, in the City of Salem, Virginia, will hold a public hearing, pursuant to Sections 15.2-2204 and 15.2-2285 of the Code of Virginia, as amended, to consider approval of the following request relative to the City of Salem Zoning Ordinance:

Consider the request of LMP Investments LLC, property owner and Salem Tax, lease, for the issuance of a Special Exception Permit to allow automobile rental/leasing on the property located at 515 Electric Road (Tax Map # 165-1-1).

Copies of the proposed plans, ordinances or amendments may be examined in the Office of Community Development, 21 S. Bruffey Street, Salem, Virginia.

At said hearing, parties in interest and citizens shall have an opportunity to be heard relative to the said requests.

THE COUNCIL OF THE  
CITY OF SALEM, VIRGINIA  
BY

James E. Taliaferro, II  
Clerk of Council

COURT FOR THE CITY OF  
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CITY OF SALEM VIRGINIA

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August 15, 2016

Mark R Armentrout  
93 9<sup>th</sup> St  
Radford, VA 24141

Mr. Jay Eanes  
Engineering Technician  
10 Robertson St.  
Radford, VA 24141

Dear Mr. Eanes:

I am writing to request a vacation of a portion Scott Street adjacent to 93 9<sup>th</sup> St. Radford. I own the lot my house is on which is (93 9<sup>th</sup> St.) As well as the lot adjacent to Scott Street (902 Park Road). I want to purchase a section of Scott Street directly between 93 9<sup>th</sup> Street and 902 Park Road to make the lots continuous.

Deed book reference

902 Park Road is Deed book 96, page 332  
Tax Map Number 10-(14)-SEC 2-7

93 9<sup>th</sup> Street is Deed book 79, page 453  
Tax Map Number 10-(4)-SEC.15-7-8

The area of Scott Street to be vacated is shown on the attachment and is 10,918 square feet

Sincerely,



Mark Armentrout

# LEGEND

PORTION OF SCOTT STREET REQUESTED  
TO BE VACATED BY MARL R. ARMENTROUT

PARCEL "A" (6,428sf)

PARCEL "B" (-4,492sf)  
TOTAL (19,918sf)

SCOTT STREET (UNIMPROVED)

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
IC1	27° 08' 00"	160.00'	75.82'	38.63'	75.11'	N 58° 04' 30" W
IC2	157° 38' 47"	142.20'	48.84'	28.28'	45.99'	N 18° 40' 10" W
IC3	105° 34' 37"	100.00'	6.73'	4.87'	9.73'	N 42° 13' 20" E
IC4	147° 13' 18"	94.54'	77.82'	41.32'	78.73'	N 10° 38' 02" W

## LINE TABLE

LINE	LENGTH	BEARING
1	24.18'	N 25° 30' 00" W

EXISTING SANITARY  
SEWER

PARK ROAD 50' R/W

10-(14)-SEC 27

STREET ROW  
PROPOSED TO BE  
VACATED

10-(14)-SEC 2-8

WALKER DRIVE

NINTH STREET

EIGHTH STREET

WALKER STREET

## NOTES

TAX MAP #10-(14)-SEC 2-8  
901 WALKER DRIVE, LLC  
C/O RICHARD WALL  
INSTRUMENT #2001400645

TAX MAP #10-(14)-SEC 2-7  
MARK REID OR KAREN BOND  
ARMENTROUT  
INSTRUMENT #201300758

TAX MAP #10-(14)-SEC 15-16  
ALICE L. WEEKS  
DEED BOOK 244 PAGE 664

TAX MAP #10-(14)-SEC 15-7&8  
MARK R. OR KAREN B.  
ARMENTROUT  
INSTRUMENT #200801229



DESIGNED BY: JAMES  
CHECKED BY: ALAN

DRAWN BY: JAMES  
CHECKED BY: ALAN

PROPOSED PROPERTY LINE ADJUSTMENT IN RESPONSE TO  
PETITION TO VACATE A PORTION OF SCOTT STREET BETWEEN EIGHTH AND NINTH STREETS  
PLAN "E" OF RADFORD LAND AND IMPROVEMENT CO., AUG 3, 1891



1 SHEET  
OF 1

**PUBLIC Right of Way Vacation SUMMARY OF CHARGES**

Right-of-Way Petitioned to be Vacated: \_\_\_\_\_

Petitioner: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Effective date of ordinance: \_\_\_\_\_

**Costs Incurred:**

- |                                                     |          |
|-----------------------------------------------------|----------|
| 1. Advertisements/public hearing (\$ 15.2-2006)     | \$ _____ |
| 2. Postage: Notices (Certified Mail)                | _____    |
| 3. Legal Fees:                                      | _____    |
| 4. Board of Viewers Costs(\$ 15.2-2006)             | _____    |
| 5. Land Costs:                                      | _____    |
| 6. Recording Costs:                                 | _____    |
| 7. Other Charges" Administrative fees(\$ 15.2-2006) | _____    |
| 8. Appraisal cost                                   | _____    |

**TOTAL Costs** \_\_\_\_\_

Initial Deposit: \$ 800.00

Other Deposit Received: \_\_\_\_\_

Any Refunds made: \_\_\_\_\_

Net Received (By Check) \_\_\_\_\_

-\$800.00

**Balance Due:** \_\_\_\_\_

Please make check payable to the Treasurer of the City of Radford, and return it to The City Managers's office for deposit. The ordinance will become effective upon certification of receipt of all fees and charges and upon its recordation in the Office of the Clerk of the Circuit Court.

Note: This transaction must be concluded on or before \_\_\_\_\_. After this date, the Ordinance cannot be recorded and the action taken thus far will be null and void.

\_\_\_\_\_  
City Designated Agent

**Memorandum**

To: Mayor Brown, Vice-Mayor Harshberger, Members of City Council

From: Melissa Skelton, Community Developer

Date: September 20, 2016

Subject: Ordinance #1686 – Craft Beverage Manufacturing

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Planning Commission met at their regular meeting on September 19, 2016 and voted (6-1) in favor, to recommend the approval of Ordinance # 1686, to allow for Craft Beverage Manufacturing within the B-1, B-2 and B-3 Districts.

Thank you

cc: Mr. David Ridpath, City Manager



## ORDINANCE NO. 1686

AN ORDINANCE TO AMEND AND REENACT THE ZONING ORDINANCE OF THE CITY OF RADFORD IN CHAPTER 120.1, TO INCLUDE A DEFINITION FOR "CRAFT BEVERAGE MANUFACTURING" TO SECTION 120.1-6 DEFINITIONS AT DIVISION 2, SECTION 120.1-6 (3), AND TO AMEND THE USES AND STRUCTURES PERMITTED BY RIGHT TO INCLUDE "CRAFT BEVERAGE MANUFACTURING" IN THE B-1, B-2, AND B-3 DISTRICTS, AS SET FORTH IN DIVISION 9, SECTIONS 120.1-85, DIVISION 10, SECTION 120.1-90 AND DIVISION 11, SECTION 120.1-97, OF THE CODE OF ORDINANCES, CITY OF RADFORD, VIRGINIA

THE CITY COUNCIL OF THE CITY OF RADFORD, HEREBY ORDAINS that the Code of Ordinances of the City of Radford, Virginia, set forth in Chapter 120.1 the "Zoning Ordinance" shall be and the same is hereby amended and reenacted by providing for and making revisions and amendments to Division 2, Definitions, Section 120.1-6 (3) to add a definition for "Craft Beverage Manufacturing"; and to amend and reenact Section 120.1-85 of Division 9, the B-1 Limited Business District; Section 120.1-90 of Division 10, the B-2 General Business District; and Section 120.1-97 of Division 11, the B-3 Central Business District to permitted uses and structures of Microbreweries therein, as follows:

**Sec. 120.1-6 (3)** Certain words defined. The following words and terms shall be interpreted as having such meaning as set forth herein, unless a specific meaning to the contrary is indicated elsewhere in this chapter.

*Craft Beverage Manufacturing:* A small-scale brewery manufacturing no more than 15,000 barrels of beer per calendar year licensed in accordance with § 4.1-208 of the Code of Virginia, as amended, or a small-scale distillery manufacturing no more than 36,000 gallons of distilled spirits, licensed in accordance with § 4.1-206 of the Code of Virginia, as amended. Accessory uses shall include tasting rooms at which the consumption of beer or distilled spirits manufactured on-site occurs, accessory food sales occur, and beer and/or distilled spirits manufactured on-site are sold.

**Sec. 120.1-85. - Uses and structures permitted by right.**

The following use types and structures shall be permitted in the B-1 Limited Business District:

- (1) Uses or structures located in this district at the time of adoption of this chapter;
- (2) Uses including office and clinic in structures of a size and scale similar to residential structures or deemed to be in compliance with the definition of "retail stores and shops," in developments containing five or less businesses;
- (3) Public parks and recreation areas;
- (4) Safety services;

- (5) Utility services;
- (6) Educational facilities/primary and secondary; and
- (7) Churches and other places of worship;
- (8) **Craft Beverage Manufacturing.**

**Sec. 120.1-90. - Uses and structures permitted by right.**

The following use types and structures shall be permitted in the B-2 General Business District:

- (1) Any uses or structures located in this district at the time of adoption of this chapter;
- (2) Any use deemed to be in compliance with the definition of "retail stores and shops" as set forth and provided for at Division 2 Interpretation and Definitions, in Section 120.1-6 Definitions, of Chapter 120.1 of the Radford City Code.
- (3) Auto service stations, auto service centers and self-service gasoline stations;
- (4) Automatic or self-service auto wash facilities;
- (5) Automobile, truck, trailer, recreational vehicle, equipment, machinery, rental, service and repair businesses, but not including junkyards or automobile graveyards, and provided that no repair of motor vehicles shall be conducted outside of a completely enclosed building and in view from any adjacent property or public street;
- (6) Building materials and mechanical, electrical, plumbing and heating supplies sales;
- (7) Banks and other financial institutions;
- (8) Barber shops or beauty parlors;
- (9) Bicycle sales and repair shops;
- (10) Catering or delicatessen business;
- (11) **Craft Beverage Manufacturing;**
- (12) **Contractors' offices, shops and display rooms;**
- (13) **Entertainment, amusement and recreational facilities located within completely enclosed buildings, and including theaters, art galleries, amusement centers, bowling**

alleys, dance and nightclubs, lodge and club meeting places, auditoriums, assembly halls and similar uses but not including adult uses;

- (14) Garden centers and plant nurseries;
- (15) Hotels and motels;
- (16) Machine shops and sheet metal fabricating shops;
- (17) Parking areas and parking garages as a principal use of property;
- (18) Public utilities or public service or transportation uses, buildings, (including bus stations), generating, purification or treatment plants, water storage tanks, pumping or regulator stations, telephone exchange, substations and major transmission lines;
- (19) Recycling collection centers for use by the general public, provided that no processing of materials collected shall take place on the site;
- (20) Research facilities and testing laboratories;
- (21) Restaurants and other food service and catering establishments, provided that where food or beverages are available;
- (22) Terminals and related facilities for public transportation;
- (23) Veterinary clinics, animal hospitals and animal shelters, but not including kennels;
- (24) Vocational, business and professional schools; and
- (25) Wholesale and distribution businesses, within the confines of the building footprint.

**Sec. 120.1-97. - Permitted uses and structures.**

The following use types and structures shall be permitted in the B-3 Central Business District:

- (1) Any uses or structures located in this district at the time of adoption of this chapter;
- (2) Any uses deemed to be in compliance with the definition of "retail stores and shops";
- (3) **Craft Beverage Manufacturing;**
- (4) Restaurants and other food service and catering establishments, provided that where food or beverages are available;

- (5) Public parks and recreation areas;
- (6) Safety services;
- (7) Utility services;
- (8) Educational facilities/primary and secondary; and
- (9) Pedestrian oriented commercial retail businesses.

Should any article, section, subsection, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the constitutionality of this ordinance as a whole or any part thereof, other than the part declared invalid or unconstitutional. Should this Ordinance be in conflict with any other City Ordinance or policy, this Ordinance shall prevail.

This Ordinance was duly considered after duly advertised public hearings held on \_\_\_\_\_ at a meeting of the Planning Commission and after duly advertised joint public hearing held on \_\_\_\_\_ by the Radford City Council, and was thereafter adopted by the City Council of the City of Radford, Virginia, at a regular meetings of the City Council held on \_\_\_\_\_.

The Ordinance shall become effective upon the date of its adoption. The City Council voted in the following manner:

First Reading:

Motion:

Second:

Recorded Vote:      Mr. Gropman  
                             Dr. Harshberger:  
                             Mr. Marshall:  
                             Mr. Turk:  
                             Mayor Brown:

Second Reading:

Motion:

Second:

Recorded Vote:      Mr. Gropman  
                             Dr. Harshberger:  
                             Mr. Marshall:  
                             Mr. Turk:  
                             Mayor Brown:

ATTEST:

\_\_\_\_\_  
Jennifer G. Wilder, City Clerk


October 10, 2016

Subject: Request to close a portion of unimproved Henry Street right-of-way

Dear Mayor Brown and Radford City Council:

The Board of Viewers has completed its review of the petition by Scott and Angela Hill to close a portion of unimproved Henry Street Right of Way located between Tax Map Numbers 14-(14)-SEC 21-5,5A and 14-(7)-Sec22-22.

Since no public inconvenience will be created the board recommends the right-of-way be closed with the retention of a 20' public utility easement for any existing or future utility use.

  
Doyle R. Barton

  
Robert L. Nicholson III

  
Barton Reid Castleberry



**From:** Joseph W. Young, Jr. [<mailto:joe.young@nrvidh.org>]  
**Sent:** Monday, October 10, 2016 4:33 PM  
**To:** David Ridpath  
**Subject:** RE: Agreement

David,

Our Commission met on August 17, 2016 and approved a final draft of the service agreement (attached). Also included is an explanation of the minor changes made from the copy sent out in April and I have also attached a Board resolution template. To date, Montgomery, Giles and Pulaski have ratified the agreement. As you know, this agreement was needed as we are currently operating without one. Everyone thought there must have been an original agreement, but no one was able to find one. The signed agreement will allow us to move forward with renovation plans, as it will be required before any issuance of loans/bonds.

The Commission is asking to have the board-approved resolutions in-hand by October 31, 2016. The agreement will have an effective date of December 1, 2016. After we have received the resolutions from the various boards and council, I will hand deliver the true copy of the agreement and have you all sign several copies (everyone will have a signed copy). Once all have signed, I will then distribute the signed copies to everyone.

Thank you for your input and dedication to this project!

~Joe

**Joseph W. Young Jr., M.B.A.**  
*Superintendent*  
New River Valley Juvenile Detention  
650 Wades Lane, N.W.  
Christiansburg, VA 24073  
Office: 540-381-0097 Fax: 540-382-1667



***Where compassion never grows old.***  
[www.nrvidh.org](http://www.nrvidh.org)

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**Resolution Approving New River Valley Juvenile Detention Commission  
Service Agreement and Concerning Representatives to Commission  
Appointed by Governing Bodies of Participating Localities**

WHEREAS, the governing bodies of Giles County, Montgomery County, Pulaski County and the City of Radford (each, a "**Member Jurisdiction**") have each previously adopted concurrent resolutions to establish a regional juvenile detention commission known as the New River Valley Juvenile Detention Commission (the "**Commission**"); and

WHEREAS, of the Member Jurisdictions and the Commission have set forth in a Service Agreement their respective rights and responsibilities related to the detention of juvenile offenders, including the provision of and payment for such services; and

WHEREAS, the Member Jurisdictions and the Commission wish to provide for Member Jurisdiction representation on the Commission based on relative the size of each Member Jurisdiction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Radford, Virginia:

1. The New River Valley Juvenile Detention Commission Service Agreement presented to this meeting is approved, and the City Manager is authorized and directed to execute and deliver the same on behalf of the City.
2. The Member Jurisdictions shall be entitled to be represented on the Commission by the following number of Member Representatives: Montgomery County – 3 member representatives; Pulaski County – 2 member representatives; Giles County – 1 member representative; City of Radford – 1 member representative (each a "Member Representative") as set forth in the New Concurrent Resolutions, appointed, after consultation with the Chief Judge of the Juvenile and Domestic Relations District Court by the governing body of the respective Member Jurisdiction. Each Member Representative will serve a 4 year term.
3. This Resolution shall become effective immediately.

## **CERTIFICATION OF ADOPTION OF RESOLUTION**

The undersigned Clerk of the City of Radford, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on October 24, 2016, by the Radford City Council.

Aye:

Nay:

Abstentions:

Absent:

Signed this \_\_\_\_ day of October, 2016.

By: \_\_\_\_\_  
Jennifer G. Wilder, Radford City Clerk

# **NEW RIVER VALLEY JUVENILE DETENTION COMMISSION SERVICE AGREEMENT**

## **RECITALS**

WHEREAS, the New River Valley Juvenile Detention Commission, a public body corporate (the "**Commission**") was created in 1971 by concurrent resolutions of the governing bodies of the COUNTIES OF GILES, MONTGOMERY AND PULASKI and the CITY OF RADFORD, VIRGINIA (each a "**Member Jurisdiction**" and collectively the "**Member Jurisdictions**"), for the purpose of owning, maintaining and operating a regional facility for the secure detention of juvenile offenders, which original concurrent resolutions have been reaffirmed and modified by concurrent resolutions (the "**New Concurrent Resolutions**") approving this Service Agreement (this "**Service Agreement**"); and

WHEREAS, the Commission and the Member Jurisdictions wish to set forth and recognize, as applicable, their agreement as to the composition of the Commission, the basis on which its member representatives are appointed, the allocation among the Member Jurisdictions of payment for services provided by the Commission, and other rights and obligations of the parties hereto.

NOW THEREFORE, the parties agree as follows:

## **ARTICLE I Definitions**

The capitalized terms in this Service Agreement have the meanings set forth below unless the context otherwise requires.

"Additional Member Jurisdiction" has the meaning given to such term in Section 2.4.

"Annual Budget" has the meaning given to such term in Section 3.6.

"Applicable Law" means all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any federal, state, county, municipal, regional, or other governmental body, instrumentality, agency or authority.

"Bonds" means revenue bonds and notes issued by the Commission to finance capital costs of the design, acquisition, construction, improvement and equipping of Commission facilities.

"Commission" means the New River Valley Juvenile Detention Commission.

"Commission Default" has the meaning given to that term in Section 8.1.

"Detainee(s)" means juvenile offenders committed to secure custody by the appropriate

authorities in the Member Jurisdictions or of other jurisdictions for whom the Commission agrees to hold juvenile offenders when space is available to do so.

"Detention Home" means the secure detention facility located at 650 Wades Lane, Christiansburg, Virginia 24073 operated by the Commission, together with any future additions or improvements thereto, or replacements thereof.

"Expenses" means all expenses which may reasonably be determined by the Commission to be attributable directly or indirectly to the ownership or operation of Commission facilities including the Detention Home or other programs, and payable as operating expenses in accordance with generally accepted accounting principles and shall also include debt service payments and other capital costs, including but not limited to required payments to any debt service reserve established in connection with any Bonds and other reasonable or necessary payments required to comply with debt service coverage requirements imposed in connection with any Bonds.

"External Detention Costs" means secure detention expenses incurred by the Commission to house Detainees at facilities not owned or operated by the Commission.

"Facilities Allocation" has the meaning given to that term in Section 3.1.

"Facilities Charge" means the amounts payable by Member Jurisdictions for services provided by the Commission, as determined in accordance with the provisions of Section 4.1.

"Fiscal Year" means the annual accounting period beginning July 1 of each year and ending on June 30 of the following year.

"Member Jurisdictions" means the Counties of Giles, Montgomery and Pulaski and the City of Radford, each a political subdivision of the Commonwealth of Virginia, and any other political subdivision hereafter joining the Commission, provided they have duly executed this Service Agreement, but excluding any political subdivision that may have withdrawn from the Commission, as provided in Section 5.6.

"Member Jurisdiction Default" has the meaning given to such term in Section 8.2.

"Member Representative" has the meaning given to such term in Section 2.1.

"Net Expenses" means Expenses reduced by an amount equal to revenue from (i) reimbursements and other payments to the Commission by the federal government (ii) reimbursements and other payments to the Commission by the Commonwealth of Virginia and (iii) all other non-Member Jurisdiction sources of revenue or reimbursements.

## **ARTICLE II**

### **The Commission**

#### **Section 2.1    Composition and Continuation of Commission.**

The Member Jurisdictions shall be entitled to be represented on the Commission by the following number of Member Representatives: Montgomery County – 3 member representatives; Pulaski County – 2 member representatives; Giles County – 1 member representative; City of Radford – 1 member representative (each a "Member Representative") as set forth in the New Concurrent Resolutions, appointed, after consultation with the Chief Judge of the Juvenile and Domestic Relations District Court by the governing body of the respective Member Jurisdiction. Each Member Representative will serve a 4 year term.

#### **Section 2.2    Quorum, Chair, Roles and Procedures.**

A majority of Commission Member Representatives in office shall constitute a quorum of the Commission for the transaction of business. All actions of the Commission may be approved by a simple majority of Member Representatives provided that Member Representatives voting in favor of such approval must represent at least two different Member Jurisdictions. The Commission shall elect a Chair on an annual basis to serve for a period of one (1) year and adopt rules and regulations for its own procedure and government.

#### **Section 2.3    Powers and Duties.**

The Commission shall have all powers and duties conferred on juvenile detention commissions by Chapter 11, Article 13 of Title 16.1 of the Code of Virginia and other applicable law, except as otherwise provided in this Service Agreement. The parties hereto agree that the services provided by the Commission under this Service Agreement are essential public services fulfilling legal duties and obligations of each Member Jurisdiction and for the benefit of the citizens of each Member Jurisdiction.

#### **Section 2.4    Additional Member Jurisdictions.**

Any additional Virginia locality that desires to join the Commission (an "Additional Member Jurisdiction") may, upon the recommendation of the Commission and the consent of the governing body of each Member Jurisdiction, join and participate in the Commission under such additional terms and conditions for membership as may be agreed to between the Commission, each Member Jurisdiction and, the Additional Member Jurisdiction.



**ARTICLE III**  
**Provision of Services, Operation and Maintenance**

**Section 3.1    Allocation of Beds and Acceptance of Detainees; Term of Agreement.**

Each Member Jurisdiction shall be entitled to commit a number of Detainees to the Detention Home equal to the total Detainee housing capacity of the Detention Home multiplied by the percentage of Member Representatives that each such Member Jurisdiction is entitled to appoint relative to the total number of Member Representatives that all Member Jurisdictions are entitled to appoint (the "**Facilities Allocation**").

All Member Jurisdictions shall be obligated to commit to the Commission, to the extent permitted by their respective courts, all of their juvenile offenders who are ordered to be placed in secure detention, even if a Member Jurisdiction exceeds such Member Jurisdiction's Facilities Allocation.

The Commission shall be responsible for accepting and housing all Detainees committed to it by the appropriate authorities in each Member Jurisdiction. In the event the Detention Home cannot house any additional Detainees, and it is necessary for a Member Jurisdiction to commit a Detainee to the Commission, the Commission shall accept the Detainee and secure space in some other appropriate facility, referred to as external detention. Detainees from non-owner jurisdictions will be moved to another facility to make room for member jurisdictions.

**Section 3.2    Term.**

The term of this Service Agreement shall be for a period beginning December 1, 2016 and terminating July 31, 2031.

**Section 3.3    Transportation of Detainees.**

Each Member Jurisdiction shall be solely responsible for the initial transportation of any Detainee from such Member Jurisdiction to the Detention Home for processing into the Detention Home population, including all costs of transportation and security, and for any additional transportation of Detainees to and from court appearances, including all costs of transportation and security. The Detention Home shall be responsible for transportation of Detainees for local medical appointments, dental appointments, psychological and psychiatric evaluations and other personal needs that arise during detention, or to other detention facilities, when any such one-way trip is not greater than 25 miles in distance from the Detention Home, including all costs of transportation and security. When such one-way trip is greater than 25 miles, the Member Jurisdiction shall be responsible for such transportation, including security and all other costs thereof.

**Section 3.4    Operation and Maintenance.**

The Commission shall operate and maintain the Detention Home in accordance with all Applicable Laws. The Commission shall be an equal opportunity employer.

### **Section 3.5    Insurance.**

The Commission shall maintain hazard, liability, workers' compensation and other insurance coverage as may be required by Applicable Law, or in amounts that the Commission may deem prudent and advisable.

### **Section 3.6    Audit Report.**

The Commission shall provide to each Member Jurisdiction each year an independently audited financial statement showing the annual revenues, expenditures, fund balances and other information necessary to accurately reflect the financial condition of the Commission as of the end of the preceding Fiscal Year.

### **Section 3.7    Annual Budget.**

On or before January 1, or such other date as the Commission members may agree upon, the Commission shall provide to each Member Jurisdiction the Commission's proposed Annual Budget for the next Fiscal Year, including any proposed capital expenditures. For each Fiscal Year, such Annual Budget shall set forth the amount to be paid by each of the Member Jurisdictions.

### **Section 3.8    Books and Records.**

The Commission shall maintain proper books, records and accounts in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Detention Home. The Commission shall also establish and maintain adequate financial policies and procedures to ensure the safeguarding of Commission assets. The Commission shall keep and preserve complete records of its administrative operations and transactions, which records shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate. The Commission shall make reports to Member Jurisdictions annually, and as such other times as a Member Jurisdiction may request.

### **Section 3.9    Superintendent.**

The Commission shall be solely responsible for the selection of a qualified person to be its Superintendent, setting such person's compensation and benefits, reviewing his/her performance at least annually, and acting on any matter relating to his/her discipline or removal. The Superintendent shall be the chief executive and operating officer of the Detention Home responsible for all aspects of the facility and Detainee care. Work is performed under the general oversight of the Chair of the Commission, on behalf of the Commission.

**ARTICLE IV**  
**Funding Provisions**

**Section 4.1. Allocation and Payment of Costs for Secure Detention.**

**(a) Facilities Charge.**

- (1) In each Annual Budget, the Commission shall establish the Facilities Charge for the following Fiscal Year which shall be not less than the amount reasonably calculated as necessary to allow the Commission to pay all Net Expenses. Such Facilities Charge will be adjusted by the Commission during the year if such adjustment is necessary to cover Net Expenses.
- (2) The Facilities Charge shall be invoiced quarterly in arrears by the Commission and shall be payable not later than the last day of the first month of each quarter. The Facilities Charge due from a Member Jurisdiction will be based on the average percentage of actual proportionate use over the three previous Fiscal Years of the Detention Facility by such Member Jurisdiction. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Detainee beds used by or for the benefit of the Member Jurisdiction during the immediately preceding three Fiscal Years and the denominator of which shall be the total number of Detainee beds used by or for the benefit of all Member Jurisdictions in the immediately preceding three Fiscal Years. The parties hereto agree that this Service Agreement is a continuing service contract, under which each Member Jurisdiction agrees to pay for services furnished by the Commission in accordance with the terms hereof.
- (3) If not paid when due, the Facilities Charge shall bear interest at 3/4% per month until paid; provided, however, that this provision shall not apply in instances where Applicable Law prescribes some other due date or late payment charge.

(b) External Detention Costs shall not be divided among all Member Jurisdictions, but shall be allocated, as nearly as can be determined by the Superintendent, to those Member Jurisdictions whose usage of secure detention during the preceding month exceeded their Facilities Allocation and caused External Detention Costs to be incurred.

(c) All billing shall be payable net 30. For accounts 60 days in arrears, a late fee of \$250.00 will be added to the invoice and shall be paid by such Member Jurisdiction.

**Section 4.2    Issuance of Bonds.**

Notwithstanding any other agreement or provision of law, the parties hereto agree that the Commission's authority to issue Bonds without approval from the governing bodies of the Member Jurisdictions shall be limited to a total aggregate principal amount not to exceed \$100,000. Interest and principal payments on any Bonds shall be budgeted as an annual expense of the Commission.

Any Bond of the Commission shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof including the Member Jurisdictions. Any Bond issued by the Commission shall contain a statement on its face substantially to the effect that neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any county, city, town or other subdivision of the Commonwealth of Virginia is pledged to the payment of the principal of or the interest on such Bond.

**Section 4.3    Payments from Other Jurisdictions.**

Within the limits allowed by law, the Commission shall establish a usage charge or charges as it may deem advisable for the care, maintenance and subsistence of Detainees from non-member jurisdictions, including from the state, federal government, and other states or localities. Such charges shall be due and payable to the Commission from non-member jurisdictions having Detainees in the Detention Home no later than 30 days from receipt of an invoice for the charges.

**Section 4.4    Commonwealth Reimbursement Grants.**

Any funds that the Commission receives from the Commonwealth of Virginia as a grant or reimbursement for the cost of constructing, equipping or operating the Detention Home shall be paid into the general fund account of the Commission and become part of its funds, subject to the conditions and requirements applicable to such grant or reimbursement and the provisions of any bond indenture or other financing document requiring a specific application of such funds.

**Section 4.5    Limitation of Liability.**

The only obligation of each Member Jurisdiction to pay for the establishment, operation or maintenance of the Detention Home arises out of this Service Agreement. No such payment responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation.

**ARTICLE V  
Additional Agreements**

**Section 5.1    Sale or Other Conveyance.**

The Commission will not sell, lease (except in the ordinary course of business), sublease,

assign, convey or otherwise voluntarily dispose of the Detention Home or other real property of the Commission unless all outstanding Bonds issued by the Commission have been or will be paid, or deemed defeased, in accordance with the agreements pursuant to which they were issued.

**Section 5.2    Further Documents and Data.**

The parties to this Service Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Service Agreement.

**Section 5.3    Right to Access.**

Each Member Jurisdiction will have reasonable access to the Detention Home in order to monitor the Commission's compliance with the terms of this Service Agreement.

**Section 5.4    Confidentiality.**

The Commission will maintain all records and files on the Detainees on a confidential basis in accordance with all Applicable Laws.

**Section 5.5    Notification.**

The Commission will promptly furnish to each Member Jurisdiction a copy of any notice or order of any court asserting that the Commission or the Detention Home is not in compliance in any material respect with any Applicable Law.

**Section 5.6    Withdrawal of Membership.**

No Member Jurisdiction may withdraw from membership in the Commission except with the approval of 5 out of the 7 Member Jurisdictions.

**ARTICLE VI**  
**Representations, Warranties and Covenants of Commission**

In addition to the covenants in other Articles of this Service Agreement, the Commission represents, warrants and covenants as follows:

**Section 6.1    Organization, Authorization and Validity.**

The Commission is a public body corporate of the Commonwealth of Virginia, duly organized and validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Service Agreement.

**Section 6.2    Authority.**

The Commission has all requisite authority under Applicable Law to execute and deliver and perform its obligations under this Service Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Commission would prevent or materially and adversely affect the Commission's ability to perform the terms of this Service Agreement.

**Section 6.3    Non-Contravention.**

The execution and delivery of this Service Agreement by the Commission and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of Applicable Law, the bylaws of the Commission or any material indenture, contract or other agreement or arrangement to which the Commission is a party or by which any of its properties are bound.

**Section 6.4    Litigation.**

The Commission is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Commission's knowledge, threatened, which would materially adversely affect the Commission's ability to perform under this Service Agreement.

**Section 6.5    Approvals.**

Except for approvals that may be required by the Virginia Department of Juvenile Justice, and as otherwise stated herein, the Commission does not require the consent or approval of any governmental body to carry out the terms of this Service Agreement.

**ARTICLE VII  
Representations, Warranties and Covenants  
of Member Jurisdictions**

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

**Section 7.1    Organization, Authorization and Validity.**

Each Member Jurisdiction is a political subdivision of the Commonwealth of Virginia, duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed and delivered this Service Agreement.

**Section 7.2    Authority.**

Each Member Jurisdiction has all requisite authority to execute and deliver and perform its obligations under this Service Agreement and is not a party to any indenture, contract or other



agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Service Agreement.

### **Section 7.3    Non-Contravention.**

The execution and delivery of this Service Agreement by each Member Jurisdiction and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

### **Section 7.4    Litigation.**

No Member Jurisdiction is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Service Agreement.

## **ARTICLE VIII Defaults and Remedies**

### **Section 8.1    Default by Commission.**

The occurrence of any one or more of the following events will constitute an "Event of Default" by the Commission ("**Commission Default**"):

- (a) failure of the Commission to pay principal of or interest when due on any Bond or other temporary or permanent financing for the Detention Home issued or obtained by the Commission pursuant to this Service Agreement;
- (b) if the Commission is for any reason rendered incapable of performing any of its material obligations under this Service Agreement;
- (c) the Commission makes an assignment of all or a portion of its obligations under this Service Agreement without the prior consent of all the Member Jurisdictions;
- (d) the Commission defaults on any of its material obligations under any agreement pursuant to which any Bond or other temporary or permanent financing for the Detention Home is issued or obtained by the Commission pursuant to this Service Agreement and such default is not cured within the applicable cure period;
- (e) any proceeding is instituted, with the consent or acquiescence of the Commission, for the purpose of effecting a composition between the Commission and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the

claims of such creditors are under any circumstances payable from the funds of the Commission; or

(f) the Commission defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Service Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Commission by any Member Jurisdiction.

#### **Section 8.2    Default by Member Jurisdictions.**

The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("**Member Jurisdiction Default**"):

(a) failure of any Member Jurisdiction to make payments of the Facilities Charge or any other amount, including bills for External Detention, when due;

(b) if any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Service Agreement; or

(c) institution of any proceeding, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or

(d) default of any Member Jurisdiction in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Service Agreement, when such default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Commission.

#### **Section 8.3    Remedies of Member Jurisdictions.**

Upon the occurrence of a Commission Default, any Member Jurisdiction, after giving notice of such Commission Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Commission to perform its duties under Applicable Law or this Service Agreement or to enjoin any acts in violation of Applicable Law or this Service Agreement.

#### **Section 8.4    Remedies of Commission.**

(a) Upon the occurrence of a Member Jurisdiction Default, the Commission, after giving reasonable notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under the Act and this Service Agreement or to enjoin any acts in violation of Applicable Law or this Service Agreement.



(b) The Commission shall provide written notice to all Member Jurisdictions of any Member Jurisdiction that fails to pay any Facilities Charge or other amount when due not later than 30 days after any such payment due date, and the Commission shall pursue with diligence the collection of such past due amount. Such notice shall include a statement of the Commission's intention to adjust the remaining payments due during the Fiscal Year (and thereafter if such default is not cured) from all non-defaulting Member Jurisdictions and shall state the amount of the adjusted charge. The adjustment shall be based upon a reallocation of Facilities Charge percentages to all non-defaulting Member Jurisdictions. Upon payment in full of the amount in arrears by the defaulting Member Jurisdiction the Commission shall readjust charges to the Member Jurisdictions to pre-default levels and credit all non-defaulting Member Jurisdictions in the appropriate amount for any excess payments previously made at the default adjusted rate. The Commission shall make other adjustments as may be necessary to the Facilities Charge during the Fiscal Year to meet expenses and to comply with any covenant entered into in connection with issuance of any Bonds or any other contractual obligation.

(c) The Authority may refuse to accept Detainees from any Member Jurisdiction that has failed to pay to the Commission any Facilities Charge or other amount within 60 days of the date that such payment is due date until such default has been cured. Each Member Jurisdiction agrees that if it fails to pay to the Commission any Facilities Charge or other amount within 60 days of the date that such payment is due that such Member Jurisdiction shall provide written notice to any judge, magistrate, court official, clerk, intake officer or other official responsible for determining placement of a Detainee for which such Member Jurisdiction is responsible that (i) such Member Jurisdiction has failed to make such required payment to the Commission and (ii) is not entitled to place any additional Detainee in the custody of the Commission or at the Detention Center until all such payments, including any interest and late payments, have been made to the Commission.

(d) Any Member Jurisdiction shall pay to the Commission on demand the reasonable fees of attorneys and other reasonable expenses incurred by the Commission in the collection of any Facilities Charge or other amount due hereunder. In the event that any party brings an action to enforce the terms and conditions of this Service Agreement or relating to this Service Agreement or to declare its rights hereunder or for specific performance or injunctive relief, the prevailing party in such action, trial or appeal shall be entitled to have its reasonable attorney's fees and costs, as fixed by the court, to be paid by the losing party.

#### **Section 8.5    Remedies Not Exclusive.**

No remedy in this Service Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Service Agreement or now or hereafter existing at law, in equity or by statute.

## **ARTICLE IX**

### **Miscellaneous**

#### **Section 9.1    Severability of Invalid Provisions.**

If any clause, provision or section of this Service Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Service Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

#### **Section 9.2    Execution of Service Agreement.**

Each party shall authorize its chief executive officer or other appropriate official to execute the original of this Service Agreement on its behalf, and the Commission shall thereafter distribute a certified copy to each signatory.

#### **Section 9.3    Governing Law.**

This Service Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

#### **Section 9.4    Prior Agreements and Amendments.**

This Service Agreement shall amend any and all earlier agreements between the parties to the extent inconsistent with the terms of this Service Agreement. All acts heretofore undertaken by or in the name of the Commission are ratified and affirmed by this Service Agreement. This Service Agreement may be changed or amended only with the consent of the Commission and each Member Jurisdiction. No such change or amendment may be made which will affect adversely the prompt payment when due of all moneys required to be paid by the Member Jurisdictions under the terms of this Service Agreement, and no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which any Bond is issued by the Commission.

#### **Section 9.5    Effective Date of Service Agreement.**

This Service Agreement will be effective from the date of its approval by all of the parties who intend on being members.

#### **Section 9.6    Waiver.**

Any waiver by any party of its rights under this Service Agreement must be in writing, and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Service Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the Member Jurisdictions under the terms of this Service Agreement.

**Section 9.7    Notices.**

Any notice, request, demand, or statement provided for in this Service Agreement shall be in writing and, except as otherwise provided herein, shall be sent to the parties hereto at the following addresses:

the Commission:

650 Wades Lane  
Christiansburg, VA 24073

Giles County:

315 North Main St.  
Pearisburg VA 24134

Montgomery County:

755 Roanoke Street  
Christiansburg, VA 24073

Pulaski County:

143 3<sup>rd</sup> Street NW, #1  
Pulaski, VA 24301

City of Radford:

10 Robertson Street  
Radford, VA 24141

Such notices, and other writings shall be deemed to have been given and received upon receipt as evidenced by a U.S. Postal Service receipt for Certified Mail or evidence of delivery by a private delivery service such as FedEx or UPS. Either party may change the address to which notices, etc. are to be sent by written notice to the other party.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have caused this Service Agreement to be executed, by their duly authorized officers and pursuant to the approval of their respective governing bodies, as of the date above written.

**NEW RIVER VALLEY JUVENILE DETENTION COMMISSION**

By: \_\_\_\_\_  
Chair

**COUNTY OF GILES**

By: \_\_\_\_\_  
County Administrator

**COUNTY OF MONTGOMERY**

By: \_\_\_\_\_  
County Administrator

**COUNTY OF PULASKI**

By: \_\_\_\_\_  
County Administrator

**CITY OF RADFORD**

By: \_\_\_\_\_  
City Manager



**City of Radford, VA  
City Council Action Form**

Date for Council consideration: 10/24/16

**ADDITIONAL VDOT FUNDING**

**Background Information:**

Typically, we don't know the exact amount of our street maintenance payments until after the budget has been approved. In June, we were notified that our funding will be \$2,299,966.08. This is based on:

principal/minor arterial roads - \$20,717 per lane mile X 45.89 lane miles = \$950,703.13

collector/local streets - \$12,161 per lane mile X 110.95 lane miles = \$1,349,262.95

In August, we were notified that we will also be receiving \$1,062.60 in overweight permit fees. This supplemental payment will be added to our maintenance payments for a total of \$2,301,028.68. The original budget for this revenue stream for FY17 is \$2,217,624.

**Action Requested:**

To appropriate the additional funds in the amount of \$83,405 for paving projects per AO1682.15.

**Pros and Cons/Financial Implications:**

**Pros:** Additional VDOT funding for paving projects

**Cons:** None

**Financial impact on the department and City:** None as this is state funding with no match requirement.

**Jennifer G. Wilder, City Clerk**

**City of Radford, VA  
City Council Action Form**

Date for Council consideration: 10/24/16

**RIVERVIEW PARK PICNIC SHELTER**

**Background Information:**

The old picnic shelter at Riverview Park was built in the early 1960's by the Rotary Club. Deterioration and vandalism led to the shelter becoming unsafe to use despite constant repairs and maintenance. The shelter was removed in early June, 2016 because of the liability involved. The concrete pad was left in place for future construction on the site.

**Action Requested:**

It is requested that the city use \$20,000 in funds from the Parks and Recreation Department donations account to replace the shelter with a 16' X 28' picnic shelter. We have received quotes from two picnic shelter companies to have a new shelter installed. The quotes are \$16,273 from Zenecar, LLC and \$23,074 from APC Shelters. It is requested that \$20,000 be transferred in order that the picnic be built, improvements to the existing retaining wall and additional picnic tables be purchased. The current balance in the account is \$76,849 of which \$25,000 is already earmarked for the 2017 July 4<sup>th</sup> fireworks. A transfer of \$20,000 would still leave \$31,849 in the account.

**Pros and Cons/Financial Implications:**

**Pros:** A shelter would be built at a park that has a lighted youth athletic field, boat ramp, playground equipment and basketball court

**Cons:** None

**Financial impact on the department and City:** It would use \$20,000 in funds that have been generated through a variety of sources which include people leaving donations in their wills, families requesting that in lieu of flowers donations be made to the Parks and Recreation Department, businesses sponsoring youth teams, court ordered restitution to the department, etc.



**Ordinance Number:** 1682.16  
**1st Reading:** October 24, 2016  
**2nd Reading:**

**PICNIC SHELTER & PICNIC TABLES FOR RIVERVIEW PARK USING REC DEPT DONATIONS**

Be it ordained by the Council of the City of Radford, Virginia that Ordinance Number 1682 identifying the revenue and expenditure accounts of the City of Radford contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

Be it further ordained that an emergency exists and this Ordinance shall be in full force and effect from the date of its passage.

[illegible]

**The recorded roll call vote was as follows:**

Mr. Gropman  
Dr. Harshberger  
Mr. Marshall  
Mr. Turk  
Mayor Brown:

Mr. Gropman  
Dr. Harshberger  
Mr. Marshall  
Mr. Turk  
Mayor Brown:

**MOTION:**  
**SECOND:**

**ATTEST:**

**City of Radford, VA  
City Council Action Form**

Date for Council consideration: 10/24/16

**Litter Control Grant**

**Background Information:**

The Virginia Litter Prevention and Recycling Grant is used to support the City's efforts to raise awareness and to increase participation in the environmental programs across the City.

**Action Requested:**

We ask that City Council accept the grant per the conditions set forth in the Statement of Grant Award and to appropriate the funds in accordance with appropriation ordinance #1682.17

**Pros and Cons/Financial Implications:**

**Pros:** Provided a City-wide shred-a-thon; provides the city with Kodiak drop boxes allowing to recycle office paper; and also offsets the recycling drop center, to name a few.

**Cons:**

**Financial impact on the department and City:** The grant is for \$5,217.00 with no cash match from the Virginia Department of Environmental Quality.

**Ordinance Number:** 1682.17  
**1st Reading:** October 24, 2016  
**2nd Reading:**

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1682, THE CITY OF RADFORD, VIRGINIA ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND APPROPRIATE THE SUM OF \$5,217 FOR:

Be it furthered ordained that an emergency exists and this Ordinance shall be in full force and effect from the date of its passage.

**The recorded roll call vote was as follows:**

**FIRST READING:**  
**VOTE:**

October 24, 2016

Mr. Gropman  
Dr. Harshberger  
Mr. Marshall  
Mr. Turk  
Mayor Brown:

**SECOND READING:**  
**VOTE:**

Mr. Gropman  
Dr. Harshberger  
Mr. Marshall  
Mr. Turk  
Mayor Brown:

**MOTION:**  
**SECOND:**

**MOTION:**  
**SECOND:**

**ATTEST:**

**Jennifer G. Wilder, City Clerk**



# Radford City Public Schools

1612 Wadsworth Street  
Radford, Virginia 24141

www.rcps.org  
540/731-3647

October 11, 2016

TO: Ms. Patricia Cox, Director of Finance and HR  
Mr. David Ridpath, City Manager

FROM: Robert F. Graham., Superintendent

RE: Budget Amendment Request

The Radford City Schools respectfully request a budget amendment to include funding from the following additional funding for the 2016-2017 school year:

**Budget amendment:**

Security Grant (Fund 1)	\$ 4,335
Extended School Year Grant (Fund 3)	\$212,240
Parent Resource Center Grant (Fund 3)	\$10,000
Armory Roofing Repairs (Fund 5)	\$235,700
Total	\$ 462,275.00

Thank you for your consideration and your continued support of the Radford City Schools.

FUND #	FUND NAME	ORIGINAL	REVISED	INCREASE/ (DECREASE)
1	OPERATING	15,361,054	15,365,389	4,335
2	CAFETERIA	627,497	627,497	-
3	GRANTS	1,554,139	1,776,379	222,240
0	TEXTBOOKS	411,281	411,281	
5	CAPITAL PROJECTS	2,045,600	2,281,300	235,700
	TOTAL	19,999,571	20,461,846	462,275

# Radford City Public Works

## Equipment Surplus-2016

Department	Asset#	Year	Manufacture	Model	Serial/ VIN Number	Bid Amount	✓
Billing Department	22125	2004	Ford	Explorer	1FMZU72K84UB68238	\$	
Police Department	06105	2007	Ford	Crown Vic	2FAHP71W67X118078	\$	
Police Department	06764	2004	Ford	Crown Vic	2FAHP71W94X120192	\$	
Police Department	06598	2005	Ford	Victoria	2FAHP71W55X117856	\$	
Public Grounds	13638	2006	Toro	Riding Mower	260000326	\$	
Public Grounds	13639	2006	Toro	Riding Mower	260001005	\$	
Recreation Department	25198	1981	EZ GO	Golf Cart	815465	\$	
Recreation Department	25493	2000	Chevrolet	Blazer	1GNDT13W6Y2312944	\$	
Solid Waste	08553	2003	Sterling	Trash Truck	2HZHCHAK43AK86617	\$	
Solid Waste	08555	2003	Sterling	Trash Truck	2FZHANAK93AB96340	\$	
Street Department	11608	2005	GMC	C7500 Dump Truck	1GDP7C1CX5F522574	\$	
Street Department	11660	2009	Hustler	Zero Turn Mower	8091881	\$	
Vehicle Maintenance	05637	2006	Chevrolet	Suburban	1GNFK16Z96J173266	\$	
Water Plant	04424	1999	Jeep	Cherokee	1J4FF28S3XL614215	\$	
Water Plant	04614	2005	Chevrolet	Colorado	1GCDT196958102752	\$	
Water Plant	04547	2003	Encore	Riding Mower	42633	\$	

# Radford City Public Works

## Miscellaneous Surplus Items-2016

Department	Item	Description	Serial Number	Bid mount
Public Grounds	Weed Eater	Stihl Weed Eater	286361818	\$
Public Grounds	Tiller	Stihl Tiller	7406	\$
Public Grounds	Chain Saw	Stihl Chain Saw		\$
Street	Blower	Stihl Blower	265364190	\$
Street	Blower	Stihl Blower	254787444	\$
Street	Blower	Stihl Blower	274072645	\$
Street	Blower	Stihl Blower	263991683	\$
Street	Walk Behind Painter			\$
Vehicle Main.	Shop Air Compressor			\$
Electric Department	Sickle Bar Mower	Mower	880742	\$
Electric Department	Finish Mower	Mower	12-00928	\$
Electric Department	Hover Mower	Husqvarna HVT 40	12100481	\$
Electric Department	Push Mower	Lawn Boy 5253	0091C0464	\$
Electric Department	Small sprayer	Maxim	88-PS30B-28	\$
Electric Department	Pressure washer	EX-CELL 15030	C007134	\$
Electric Department	Jon Boat	Rhyan-Craft (Elderado Ark)		\$
Electric Department	Outboard motor	Mercury 25	8387628	\$
Electric Department	Generator	PINCOR 3000 Watts		\$
Electric Department	Generator	Kawasaki KG 700B		\$
Electric Department	Generator	Coleman Powermate 1750		\$
Electric Department	Generator	Coleman Powermate 1850		\$
Electric Department	Electric Chain Hoist	LiftTech BUDGIT 3-Ton		\$
Electric Department	Arc Welder	Lincoln AC225 Lincwelder		\$
Electric Department	Bench Drill Press	Sears craftsman Drill Press	351226250	\$
Water Plant	John Deere LT155	Mower	MOL155B062693	\$